

**CITY OF LINCOLN
COUNTY OF LANCASTER**

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Purchasing Agent

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QUOTATION REQUEST

Quote Prices F.O.B. Destination
Lincoln, Nebraska

Date - 8/11/05
Order No. - 1674 OQ
Date Due - 08/25/05

QUOTATIONS MUST BE RECEIVED IN
THE PURCHASING DIVISION OFFICE BY
THE DUE DATE SPECIFIED ABOVE

PLEASE MAKE NECESSARY VENDOR
INFORMATION CORRECTIONS ON THIS FORM:

VENDOR INFORMATION

Return Quotation Request To:

Purchasing Division
K-Street Complex
440 S 8th St Ste 200
Lincoln NE 68508
Kopplin, Tom - Quotes

Buyer

6 pgs

Item Number /	Description	Quantity	UM	Unit Price	Total Price
9105900	Pest Control(Including Termite Inspection) Subterranean Termite Service to the Pioneer Park Nature Center Prairie building/buildings. Installation of Sentricon Colony Elimination System as per the attached specifications.	1	EA		

Note the pre-bid meeting at 8:30 a.m. on 08/18/05 as noted in the specifications.

Please fax your quotation back to us by 4:30 p.m. on the above referenced date. Fax to attention of Debbie Winkler at 402/441-6513.

VENDOR MUST COMPLETE THE FOLLOWING

The undersigned represents and warrants that he/she has full and complete authority to submit this quotation and to enter into a contract upon acceptance by the City/County. The undersigned agrees to comply with all conditions above and on reverse side of this document.

COMPANY NAME _____

BY (PRINT NAME) _____

ADDRESS _____

SIGNATURE _____

TELEPHONE _____

TITLE _____

EMPLOYER FEDERAL ID NO. OR _____

DATE _____

SOCIAL SECURITY NUMBER _____

DELIVERY SCHEDULE _____

DAYS ARO

City of Lincoln
TERMITE CONTROL SERVICES

1. SCOPE OF WORK - GENERAL

- 1.1 In general, the scope of this contract shall be to provide, service and maintain a termite bating system for the purpose of elimination of subterranean termite colonies in and around Pioneer Park Nature Center Buildings.
- 1.2 The system as specified shall be Sentricon, by DowElanco, or approved equal.
- 1.3 All proposals shall include an initial inspection, a detailed treatment proposal, a complete treatment plan to include service costs and fees.
- 1.4 A written report shall be submitted after the initial installation, including a site map, detailing the number and location of all bait traps installed both inside and outside the structure.
 - 1.4.1 This report shall be submitted directly to both the Purchasing Department and the Pioneer Nature Center, and be separate from the invoice.
- 1.5 A written report shall be submitted with each subsequent inspection of the bait traps by the Contractor, including a site map, detailing the location of any termite Ahits@ the Contractor-s response, and the estimated time to the next scheduled inspection.
 - 1.5.1 This report shall be submitted directly to both the Purchasing Department and the Pioneer Nature Center, and be separate from the invoice.

2. INQUIRIES

- 2.1 Any inquiries relative to this bid should be directed to Tom Kopplin, Assistant Purchasing Agent, at (402) 441-7414.

3. LOCATION OF WORK

- 3.1 The work site is located at the Pioneer Nature Buildings, 3201 South Coddington, Lincoln NE 68522

4. PRE-BID MEETING

- 4.1 An optional pre-bid meeting is scheduled for 10:00 AM on **Thursday , August 18, 2005** at the Pioneer Nature Center, 3201 South Coddington, Lincoln NE 68522.
- 4.2 Attendance at this meeting is not required to bid, but Contractors are strongly advised to attend to see the site and get any questions or concerns answered prior to bidding.

5. INSURANCE, BONDS, COMPLAINTS

- 5.1 The successful Contractor shall be required to execute a certificate of insurance form furnished by the Qty in accordance with the attached requirements. The successful Contractor shall have fifteen (15) calendar days to comply with this requirement, excluding City holidays and non-work days, if applicable.
- 5.2 Noncompliance may result in the contract being awarded to the next lowest responsive and responsible Contractor.
- 5.3 There are no performance or payment bond requirements for this contract.

- 5.4 The Contractor must investigate and report on any complaints that might arise in connection with the use of his/her materials and supplies.

6. TERM OF AGREEMENT

- 6.1 The term of this agreement shall be for 1 year. The City reserves the right to renew this agreement for two (2) additional one-year periods under the same terms and conditions.
- 6.2 Any agreement submitted with this proposal will have to be approved by the City Law Department.
- 6.2.1 A sample contract is attached for review as part of this solicitation.
- 6.2.2 Exceptions to the City's standard contract form may result in rejection of your bid or proposal.
- 6.2.3 Any contract submitted that is found unacceptable by the City may result in the rejection of the Vendor's proposal.
- 6.3 If the Contractor will not renew this agreement for any renewal year, or if price adjustments are requested pursuant to the terms of this agreement, the Contractor must notify the City of Lincoln Purchasing Department ninety (90) days prior to the current terms expiration date.
- 6.4 The Contractor must maintain the insurance coverage required by the City while this agreement is in force, including all renewals, and shall provide documentation of such insurance in a form satisfactory to the City when required.
- 6.4.1 A copy of the Insurance Requirements for the City are included.

7. AWARD

- 7.1 Award of this contract will be on a lump sum basis.
- 7.2 The reputation of the Contractor regarding adequacy of their past skillful performance of work of this type and magnitude required herein, shall be considered when making the award.

8. MATERIALS, WORKMANSHIP, PERMITS, LICENSES, INSPECTIONS

- 8.1 Contractors may be required to provide at least three (3) references (names of contact persons and phone numbers) of similar sized and scoped contracts during the past eighteen (18) months.
- 8.2 With regard to this contract, the Director of the Nature Center or their designated representative will determine acceptability of all work and/or services performed.
- 8.2.1 If the work and/or services are not acceptable, the Contractor will be called in to review and correct all problem areas without additional cost to the City.
- 8.2.2 Upon notification by the Nature Center Director or their designated representative, the Contractor will effect repairs to deficient work and/or services in accordance with a schedule jointly agreed upon.
- 8.3 Permits, licenses, and taxes shall be the responsibility of the Contractor at no additional cost to the City and **MUST** be provided to the City before any work is started.
- 8.4 Contractor shall provide a complete, workmanlike, well executed job in accordance with these specifications and all applicable national and local codes.

9. CONTRACTOR-S EMPLOYEES

- 9.1 Only personnel thoroughly trained and skilled in the task assigned them may be employed on any portion of work.
 - 9.1.1 Any employee found to be unskilled or untrained in his/her work shall be removed from the work.
- 9.2 The Contractor shall employ on the work, at all times, sufficient personnel to complete the work within the time stated in his proposal.
- 9.3 The Contractors shall confine the operations of his/her employees to the limits as provided by law, ordinance, permits or directions of the Nature Center.
- 9.4 The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ or permit to remain on the work any unfit person.
 - 9.4.1 He/she shall enforce all instructions relative to use of water, heat, power, no smoking, and control any use fires as required by law and the City of Lincoln Nature Center.
 - 9.4.2 Employees must not be allowed to loiter on the premises before or after job working hours.

10. DEMOLITION AND DEBRIS REMOVAL

- 10.1 The Contractor shall be responsible to remove all their debris from the site and clean effected work areas.
- 10.2 Contractor shall keep the premises free of debris and unusable materials resulting from their work and as work progresses; or upon request by a City representative, shall remove such debris and materials from City property.
- 10.3 The Contractor shall leave all affected areas as they were prior to beginning work.

11. UTILITIES

- 11.1 The City shall make available all required utilities to the Contractor for work under this contract.
 - 11.1.1 This however does not include those utilities to be installed by the Contractor as a part of the scope of work or specification.
- 11.2 Accidental interruption(s) caused by the Contractor and repair thereto, shall be at the Contractor's expense.
- 11.3 Planned interruptions under this contract shall be coordinated with the Nature Center Directors' office at least one (1) day in advance of the expected occurrence.

12. POTENTIALLY HAZARDOUS MATERIALS

- 12.1 If the work to be performed under this contract requires the use of any product which contains any ingredient that could be hazardous or injurious to a person's health, a Material Safety Data Sheet (MSDS) must be submitted with their bid at the time of bid opening.

13. GUARANTEES AND SERVICE

- 13.1 Contractor must furnish with their bid proposal, names and phone numbers of persons to contact in case of guarantee or service problems.
- 13.2 The City realizes there can be no guarantee against termite infestation or termite damage during the course of this contract.
- 13.3 The Contractor shall guarantee, however, that the materials and service provided under this contract shall be per the manufacturer-s specifications.

14. CORRECTION OF WORK AFTER FINAL PAYMENT

- 14.1 Neither the final report nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials & workmanship.
- 14.2 Unless otherwise specified, he/she shall remedy any defects and pay for any damage to other work resulting therefrom, which shall appear within the guarantee period.
 - 14.2.1 The City shall give notice of observed defects with reasonable promptness.

**PURCHASING DIVISION
CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA
INSTRUCTIONS TO BIDDERS**

1. **BIDDING PROCEDURE** - A bid by a corporation must be signed in the name of such organization by a duly authorized official thereof. Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization. Most departments of the City of Lincoln and Lancaster County agencies are exempt from federal excise taxes and state and local sales and use taxes. Kindly bid without taxes. The City/County will be responsible for paying any taxes which may be due.
2. **FAIR EMPLOYMENT PRACTICES** - Each bidder agrees that he/she will not discriminate against any employee or applicant for employment because of age, race, color, religion, ancestry, national origin, disability, sex or marital status, and that he will take affirmative action to assure that applicants are employed and that employees are treated during employment without regard to age, race, color religion, ancestry, national origin, disability, sex or marital status.
3. **DATA PRIVACY** - Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, patents and patent rights. The bidder agrees to hold the City/County harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.
4. **INDEPENDENT PRICE DETERMINATION** - By signing and submitting this bid, the bidder certifies that: The prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
5. **CLARIFICATION OF SPECIFICATION DOCUMENTS** - Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents. Interpretations, corrections and changes made to the specification documents will be made by written addenda. Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City/County; and bidders shall not rely upon such interpretations or changes. No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except: An addendum withdrawing or postponing the invitation to bid.
6. **BRAND NAMES** - If and wherever in the material specifications or proposal form brand names, make, manufacturer, trade name, or vendor catalog number is specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow. It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the City/County that said item is equal to or better than the product specified. If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City/County's specifications.
7. **DEMONSTRATION/SAMPLES** - If requested, the bidders shall, at bidder's expense, demonstrate and/or furnish samples of the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City/County.
8. **DELIVERY** - Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. F.O.B. to the City/County at the location specified by the City/County, with all transportation charges paid.
9. **WARRANTIES, GUARANTEES AND MAINTENANCE** - A copy of the manufacturer's warranties and/or guarantees for the items being bid must accompany your proposal. A copy of your company's maintenance policies and costs must also accompany your proposal. Replacement parts of defective components shall be shipped to the City/County at no cost. If defective parts are required to be returned to the bidder, the shipping costs shall be borne by the bidder.
10. **ACCEPTANCE OF MATERIAL** - The finished materials must be new, the latest make or model, of the best quality, unless otherwise specified, and the highest grade workmanship. The material delivered under this proposal shall remain the property of the bidder until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted by the City/County. The material delivered must be fully in accord with specification documents. In the event the material and/or services supplied to the City/County is found to be defective or does not conform to specification documents, the City/County reserve the right to cancel the order upon written notice to the bidder and return materials to bidder at the bidder's expense. Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln or Lancaster County, Nebraska, as required by the contract documents or purchase orders. Selling dealer's advertising decals, stickers or other signs shall not be affixed to the equipment; vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forings, stampings, nameplates and logos are acceptable.
11. **BID EVALUATION AND AWARD** - The signed bid shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City/County of purchase orders, contract award notifications, or other contract documents appropriate to the work. No bid shall be modified or withdrawn for a period of sixty (60) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid. In case of a discrepancy between the unit prices and their extensions, the unit price shall govern. The City/County reserve the right to accept or reject any or all bids, or part of bids, to waive irregularities and technicalities, and to request rebids on the material described in the specification documents.
12. **TERMS OF PAYMENT** - Unless other specification provisions state otherwise, payment in full will be made by the City/County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.
13. **LAWS** - The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.